

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND THE REPUBLIC OF THE CONGO  
REGARDING THE CONSOLIDATION AND RESCHEDULING  
OF CERTAIN DEBTS OWED TO, GUARANTEED BY,  
OR INSURED BY THE UNITED STATES GOVERNMENT  
AND ITS AGENCIES

The United States of America (the "United States") and the Republic of the Congo ("Congo") agree as follows:

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## ARTICLE I

### Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the consolidation of Congo's debts, signed at Paris on July 16, 1996 (hereinafter referred to as the "Minute") by representatives of certain nations, including the United States (hereinafter referred to as the "Participating Creditor Countries"), and the representative of Congo, and in accordance with the applicable domestic laws of the United States and Congo, the United States and Congo agree to consolidate, reduce and reschedule certain Congolese payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its Agencies, as provided for in this Agreement.
2. This Agreement shall be further implemented by a separate agreement (the "Implementing Agreement") between Congo and the Commodity Credit Corporation (CCC) with respect to United States Department of Agriculture (USDA) PL-480 agreements ("PL-480 Credits").

## ARTICLE II

### Definitions

1. "Contracts" means those agreements or other financial arrangements which have maturities under:
  - (a) Loans from the United States or its Agencies, other than those loans specified in Article II, paragraph (1)(c) of this Agreement, which had original maturities of more than one year and which were extended to the Government of Congo or the Congo Public Sector, or covered by a guarantee of the Government of Congo or the Congo Public Sector, pursuant to an agreement or other financial arrangement concluded before January 1, 1986.
  - (b) Commercial credits guaranteed or insured by the United States or its Agencies having original maturities of more than one year and which were extended to the Government of Congo or the Congo Public Sector, or covered by a guarantee of the Government of the Congo or the Congo Public Sector, pursuant to an agreement or

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other financial arrangement concluded before January 1, 1986.

(c) Concessional credits extended under PL-480 Credits, which had original maturities of more than one year and which were extended to the Government of Congo or the Congo Public Sector, or covered by a guarantee of the Government of Congo or the Congo Public Sector, pursuant to an agreement or other financial arrangement concluded before January 1, 1986.

(d) The bilateral debt rescheduling agreements ("Rescheduling Agreements") between the United States and Congo signed on June 26, 1987, May 6, 1994, and November 21, 1994, excluding the sections of the Rescheduling Agreements applicable to the PL-480 Credits rescheduled thereunder

(e) The sections of the Rescheduling Agreements applicable to the PL-480 Credits rescheduled thereunder.

(f) Commercial credits guaranteed or insured by the United States or its Agencies having original maturities of more than one year and which were extended to the Government of Congo or the Congo Public Sector, or covered by a guarantee of the Government of the Congo or the Congo Public Sector, pursuant to an agreement or other financial arrangement concluded after January 1, 1986.

(g) Concessional credits extended under PL-480 Credits which had original maturities of more than one year and which were extended to the Government of Congo or the Congo Public Sector, or covered by a guarantee of the Government of Congo or the Congo Public Sector, pursuant to an agreement or other financial arrangement concluded after January 1, 1986.

A table listing the relevant contracts to be included under the rescheduling is attached hereto as Annex A.

Debt service due as a result of debts described above and effected through special payment mechanisms or other external accounts is covered by this Agreement.

2. "Congo Public Sector" means those enterprises in which the Government of Congo was directly or indirectly a majority shareholder (more than 50 percent), including representative offices and branches of Congo banks abroad.

3. "Agencies" means the Export-Import Bank of the United States ("Ex-Im Bank") and the Commodity Credit Corporation ("CCC").

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4. "Consolidation Period" means the period from July 1, 1996 through June 30, 1997, inclusive.

5. "Principal" means: (a) 100 percent of the sum of principal and interest (which is computed at the rate specified in the respective Contracts) due and unpaid under the Contracts specified in Article II, paragraphs 1(a), 1(b) and (d) of this Agreement as of June 30, 1996, including Late Interest Charges; and (b) the total amount of principal and interest (which is computed at the rate specified in the respective Contracts) due during the Consolidation Period under the Contracts specified in Article II, paragraphs 1(a), 1(b) and 1(d) of this Agreement.

6. "Consolidated Arrears" means the amount of Principal calculated under Article II, paragraph 5(a) of this Agreement, less the amount of Principal cancelled in Article III, paragraph 1 of this Agreement.

7. "Consolidated Debt" means the amount of Principal calculated under Article II, paragraph 5(b) of this Agreement, less the amount of Principal cancelled in Article III, paragraph 2 of this Agreement.

8. "Consolidated Official Development Assistance (ODA) Debt" means 100 percent of the sum of unpaid principal and interest, with respect to the Contracts specified in Article II, paragraphs (1) (c) and (1) (e) of this Agreement, and falling due during the Consolidation Period.

9. "Consolidated ODA Arrears" means 100 percent of the sum of unpaid principal and interest as of June 30, 1996, including Late Interest Charges, with respect to the Contracts specified in Article II, paragraphs (1) (c) and (1) (e) of this Agreement.

10. "Deferred Arrears" means 100 percent of the sum of unpaid principal and interest as of June 30, 1996, including Late Interest Charges, with respect to the Contracts specified in Article II, paragraphs (1) (f) and (1) (g) of this Agreement.

11. "Interest" means interest payable on the outstanding balance of Consolidated Debt, Consolidated Arrears, Consolidated ODA Debt, Consolidated ODA Arrears, and Deferred Arrears in accordance with the terms of this Agreement. Interest shall accrue at the rates set forth in this Agreement beginning on the due dates specified in each of the Contracts for the payments of principal and interest comprising the Consolidated Debt and Consolidated ODA Debt, and beginning on July 1, 1996 for payments of principal and interest comprising the Consolidated

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Arrears, Consolidated ODA Arrears, and Deferred Arrears.

12. "Late Interest Charges" means, with respect to the Principal, Consolidated Arrears, Consolidated ODA Arrears, and Deferred Arrears, interest charges payable on due but unpaid amounts of principal and interest, such charges having accrued through June 30, 1996, in accordance with the terms of the Contracts, notwithstanding the payment of such principal and interest subsequent to the original due dates.

13. "Additional Interest" means interest accruing at the rates set forth in this Agreement and the Implementing Agreements on due but unpaid installments of Consolidated Debt, Consolidated Arrears, Consolidated ODA Debt, Consolidated ODA Arrears, Deferred Arrears, and Interest beginning on the respective due dates for such installments as established by this Agreement and continuing to accrue until such amounts are repaid in full.

### ARTICLE III

#### Terms and Conditions of Payment

1. The amount equal to 67 percent of the Principal as defined in Article II, paragraph 5(a) of this Agreement is hereby cancelled.
2. The amount equal to 67 percent of the Principal as defined in Article II, paragraph 5(b) of this Agreement is hereby cancelled
3. Congo agrees to repay the Consolidated Debt and Consolidated Arrears in United States dollars in accordance with the following terms and conditions:
  - (a) The Consolidated Debt and Consolidated Arrears shall be repaid in thirty-four (34) consecutive semi-annual installments payable on January 1 and July 1 of each year, commencing on July 1, 2004 according to the following schedule:

0.12% on July 1, 2004;	
0.20% on January 1, 2005;	0.28% on July 1, 2005
0.38% on January 1, 2006;	0.48% on July 1, 2006
0.58% on January 1, 2007;	0.70% on July 1, 2007
0.82% on January 1, 2008;	0.94% on July 1, 2008



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1.08% on January 1, 2009;  
1.36% on January 1, 2010;  
1.70% on January 1, 2011;  
2.06% on January 1, 2012;  
2.46% on January 1, 2013;  
2.92% on January 1, 2014;  
3.44% on January 1, 2015;  
4.00% on January 1, 2016;  
4.64% on January 1, 2017;  
5.34% on January 1, 2018  
6.12% on January 1, 2019;  
7.00% on January 1, 2020;  
7.96% on January 1, 2021;

1.22% on July 1, 2009  
1.52% on July 1, 2010  
1.86% on July 1, 2011  
2.26% on July 1, 2012  
2.68% on July 1, 2013  
3.18% on July 1, 2014  
3.70% on July 1, 2015  
4.30% on July 1, 2016  
4.98% on July 1, 2017  
5.72% on July 1, 2018  
6.54% on July 1, 2019  
7.46% on July 1, 2020

b) The rate of interest on Consolidated Debt and Consolidated Arrears shall be fixed at approximately 5.375% percent per annum, determined by Ex-Im Bank to be one-half of one percent ( $1/2$  of 1%) over the interest rate applicable to U.S. Treasury long-term borrowings, which is in effect on the date of the entry into force of this Agreement.

c) Interest with respect to the Consolidated Debt and Consolidated Arrears shall be paid semi-annually on January 1 and July 1 of each year, commencing on July 1, 1997.

A table summarizing the amount of Consolidated Debt and Consolidated Arrears owed to the United States and its Agencies is attached hereto as Annex B.

4. Congo agrees to repay the Consolidated ODA Debt and Consolidated ODA Arrears in United States dollars in accordance with the following terms and conditions:

a) The consolidated ODA Debt and Consolidated ODA Arrears shall be repaid in forty-eight (48) consecutive semi-annual installments payable on January 1 and July 1 of each year, commencing on July 1, 2014 according to the following schedule :

0.53% on July 1, 2014;  
0.56% on January 1, 2015;  
0.62% on January 1, 2016;  
0.68% on January 1, 2017;  
0.75% on January 1, 2018;

0.59% on July 1, 2015;  
0.65% on July 1, 2016;  
0.71% on July 1, 2017;  
0.79% on July 1, 2018;



0.83% on January 1, 2019;  
0.91% on January 1, 2020;  
1.00% on January 1, 2021;  
1.11% on January 1, 2022;  
1.22% on January 1, 2023;  
1.34% on January 1, 2024;  
1.48% on January 1, 2025;  
1.63% on January 1, 2026;  
1.80% on January 1, 2027;  
1.99% on January 1, 2028;  
2.19% on January 1, 2029;  
2.41% on January 1, 2030;  
2.66% on January 1, 2031;  
2.93% on January 1, 2032;  
3.23% on January 1, 2033;  
3.57% on January 1, 2034;  
3.93% on January 1, 2035;  
4.33% on January 1, 2036;  
4.78% on January 1, 2037;  
5.26% on January 1, 2038

0.87% on July 1, 2019;  
0.96% on July 1, 2020;  
1.05% on July 1, 2021;  
1.16% on July 1, 2022;  
1.28% on July 1, 2023;  
1.41% on July 1, 2024;  
1.56% on July 1, 2025;  
1.72% on July 1, 2026;  
1.89% on July 1, 2027;  
2.08% on July 1, 2028;  
2.30% on July 1, 2029;  
2.53% on July 1, 2030;  
2.79% on July 1, 2031;  
3.08% on July 1, 2032;  
3.40% on July 1, 2033;  
3.74% on July 1, 2034;  
4.13% on July 1, 2035;  
4.55% on July 1, 2036;  
5.02% on July 1, 2037;

(b) The rate of Interest on Consolidated ODA Debt and Consolidated ODA Arrears shall be 3 percent per year.

(c) Interest with respect to the Consolidated ODA Debt and Consolidated ODA Arrears shall be paid semi-annually on January 1 and July 1 of each year, commencing on July 1, 1997.

A table summarizing the amount of Consolidated ODA Debt and Consolidated ODA Arrears owed to the United States and its Agencies is attached hereto as Annex C.

5. Congo agrees to repay Deferred Arrears in United States dollars in accordance with the following terms and conditions:

(a) Deferred Arrears shall be repaid in eight (8) consecutive semi-annual installments payable according to the following schedule:

8.0% on July 31, 1996  
9.0% on December 31, 1996;

8.0% on October 31, 1996;  
15.0% on June 30, 1997;



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15.0% on December 31, 1997;  
15.0% on December 31, 1998;

15.0% on June 30, 1998;  
15.0% on June 30, 1999.

(b) The rate of Interest on Deferred Arrears shall be 2 percent per year.

(c) Interest with respect to Deferred Arrears shall be paid according to the schedule provided in Article III, paragraph (5) (a), beginning with the payment due July 31, 1996.

A table summarizing the amount of Deferred Arrears owed to the United States and its Agencies is attached hereto as Annex D.

6. Adjustments may be made in writing, as necessary and by mutual consent, to the amounts of Consolidated Debt, Consolidated Arrears, Consolidated ODA Debt, Consolidated ODA Arrears and Deferred Arrears.

#### ARTICLE IV

##### General Provisions

1. Congo will seek to secure from external creditors, including banks and suppliers, rescheduling or refinancing arrangements on terms comparable to those set forth in the Minute for credits of comparable maturities making sure to avoid inequity between different categories of creditors. Congo agrees to give the United States and its Agencies treatment and terms no less favorable than that which it has accorded, or which it may accord, to any other creditor country or its agencies for the consolidation of debts of comparable maturities.

2. Congo agrees to pay all Consolidated Debt, Consolidated Arrears, Consolidated ODA Debt, Consolidated ODA Arrears, Deferred Arrears, Interest, Late Interest, and Additional Interest, if any, to the United States and its Agencies, in United States dollars, without any deductions for taxes, fees or other public charges or any other costs accruing inside or outside Congo.

3. Any principal or interest installments due under this Agreement prior to the date of the signing of this Agreement shall be paid as soon as possible, but not later than 35 days after the signing of this Agreement. Any principal or interest

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installments paid later than 35 days after the signing of this Agreement will be charged Additional Interest.

4. Except as they may be modified by this Agreement or the subsequent Implementing Agreement, all terms of the Contracts remain in full force and effect.

5. Congo agrees to pay all debt service due and not paid, which is owed to, guaranteed by, or insured by the United States or its Agencies, but is not rescheduled or otherwise treated by this Agreement as soon as possible but not later than thirty-five days after the signature of this Agreement. Late interest will be charged on these amounts in accordance with the terms of the Contracts.

6. With respect to amounts owing to Ex-Im Bank under this Agreement, Congo (referred to as the "Government" in Annex E hereto) agrees to the additional terms and conditions set forth in Annex E.

## ARTICLE V

### Suspension or Termination

1. The United States may suspend or terminate this Agreement by giving sixty (60) days written notice to Congo. In particular, the United States may terminate all or part of this Agreement if the Participating Creditor Countries determine that Congo has not met its obligations under the Minute, including those of comparable treatment. If the United States terminates all or part of this Agreement, all payments consolidated and cancelled under this Agreement shall be due and payable immediately following notification to Congo of the United States' exercise of this right of termination.

2. This Agreement may be amended or modified by mutual consent of the United States and Congo.

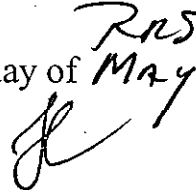
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## ARTICLE VI

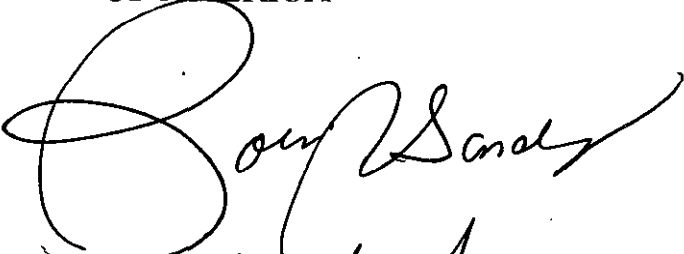
### Entry into Force

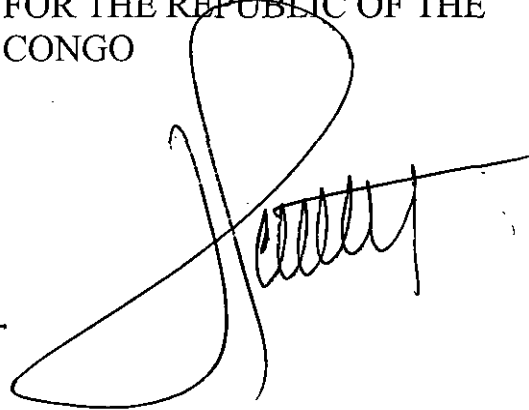
This Agreement shall enter into force following signature of the Agreement and receipt by Congo of written notice from the United States that all necessary domestic legal requirements for entry into force of the Agreement have been fulfilled.

Done at Brazzaville, Republic of the Congo in the English language this 6<sup>th</sup> day of <sup>RNS</sup> May 2005. 

FOR THE UNITED STATES  
OF AMERICA

FOR THE REPUBLIC OF THE  
CONGO

  
U. S. Ambassador  
5/6/2005



Annex A  
Contracts Subject to Rescheduling

Ex-Im Bank  
Loan Numbers

R-104  
R-163  
R-208

PL-480 Credits

8/16/82  
6/26/87  
2/12/92  
5/6/94  
5/18/94  
11/21/94

Annex B  
Summary of Consolidated Debt and Consolidated Arrears  
(thousands of US dollars)

EXIM \$1,800

TOTAL \$1,800

Annex C  
Summary of Consolidated QDA Debt and  
Consolidated ODA Arrears  
(thousands of US dollars)

PL-480 \$193

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Annex D  
Summary of Deferred Arrears  
(thousands of US dollars)

PL-480

\$202

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## Annex E

### Additional Terms and Conditions with Respect to Amounts Owing to Ex-Im Bank

The Republic of the Congo, (hereinafter referred to as the "Government"), agrees to the following additional terms and conditions with respect to the amounts owing to Ex-Im Bank, guaranteed by Ex-Im Bank, or insured by Ex-Im Bank, pursuant to the attached Agreement between the United States of America and the Government:

#### A. Definitions.

1. "Business Day" means any day on which the Federal Reserve Bank of New York is open for business.
2. "Interest Payment Date" means: (a) with respect to Consolidated Debt and Consolidated Arrears January 1 and July 1 of each year and (b) with respect to Deferred Arrears the dates specified in Article III (5)(a) of this Agreement, provided that in the event any Interest Payment Date is not a business Day, then the next succeeding business Day after such Date shall be the Interest Payment Date.
3. "Interest Period" for purposes of Article III, paragraph 3(b)(i) means: (a) an initial period beginning on January 1, 1997 and ending on June 30, 1997; and (b) thereafter, the period beginning on each Interest Payment Date and ending on the day immediately preceding the next succeeding Interest Payment Date.

#### B. Payments.

1. Notwithstanding the repayment schedules set forth in Article III, paragraphs 3(a)-(c) and 4(a)-(c), any installment of principal and/or interest due prior to the signing of the Agreement shall be paid as soon as possible but not later than 35 days after the signing of this Agreement. Any such payment of principal and/or interest paid later than 35 days after the signing of this Agreement will be charged Additional Interest to accrue from the date of the signing of this Agreement until the date the payment is received.

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2. Funds and Place of Payment. All payments to be made by the Government to Ex-Im Bank under this Agreement shall be made in United States dollars in immediately available and freely transferable funds to the Federal Reserve Bank of New York for credit to Ex-Im Bank's account at the U.S. Treasury Department as identified below or as otherwise directed in writing by the Treasurer-Controller or an Assistant Treasurer-Controller of Ex-Im Bank.

US Treasury Department

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EXPORT-IMPORT BANK

DUE ON EIB REFUNDING CREDIT NO. R-225

FROM Congo

3. Payment on a Non-Business Day. Whenever any payment falls due on a day which is not a Business Day, the due date for such payment shall be extended to the next succeeding Business Day, and such extension of time shall be included in the computation of Interest in connection with such payment.

4. Application of Payments. All payments made by the Government to Ex-Im Bank under this Agreement shall be applied chronologically (commencing with the oldest amount due) to amounts due and payable under this Agreement in the following order of priority: (a) to Additional Interest due and not paid as of the date of receipt of payment (b) to any Interest amount due and not paid and (c) to any Principal amount due and not paid.

5. Prepayments. The Government shall have the right to prepay on any Interest Payment Date, or any other date, all or part of the principal then outstanding under this Agreement; provided that the Government shall have paid all amounts due and payable under this Agreement as of the date of such prepayment, together with Interest which has accrued to the date of prepayment on the amount prepaid. Any such prepayment shall be applied by Ex-Im Bank to the outstanding installments of principal in the inverse order of their scheduled maturity, and if applicable, ratably to those installments maturing on the same date.

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C. Exporter Retentions. The term "Exporter Retention(s)" means with respect to the Contracts stipulated in this Agreement: (a) that portion of commercial credits from commercial lenders or U.S. exporters which was not guaranteed or insured by Ex-Im Bank and is owed to such commercial lenders or U.S. exporters; or (b) loans from commercial lenders or U.S. exporters which were incurred in participation with loans from Ex-Im Bank. In the event that the commercial lender or U.S. exporter agrees to consolidate and reschedule its Exporter Retentions(s) in accordance with the terms of this Agreement, such Exporter Retentions(s) shall be included in the subject rescheduling.

D. Computation of Interest. Interest shall be computed on the basis of the actual number of days elapsed, using a 365-day year.

E. Additional Interest. If any amount of the Principal or Interest owing to Ex-Im Bank under this Agreement is not paid in full on the dues dates set forth in this Agreement, the Government shall pay to Ex-Im Bank on demand Additional Interest on the unpaid amount due, accruing from the respective due date until paid in full, computed on the same basis and rate of interest in effect on the date the installment due is paid.

F. Representations. The Government represents and warrants that it has taken all actions necessary or advisable under its laws and regulations to authorize the execution, delivery and performance of this Agreement and that this Agreement constitutes the valid and binding obligations of the Government, enforceable against the Government in accordance with its terms and for the performance of which the full faith and credit of the Government is pledged. The Government acknowledges that the activities contemplated by this Agreement are commercial in nature rather than governmental or public and agrees that, to the extent that it has or hereafter may acquire immunity from suit, judgment and/or execution, it will not assert or claim any such right of immunity with respect to any action by Ex-Im Bank to enforce the Government's obligations under this Agreement.

G. Events of Default. In the event that the Government fails to pay when due: (a) any amount owing to Ex-Im Bank under this Agreement; or (b) any amount owing under any other agreement or instrument in which any indebtedness (whether direct or indirect, contingent or otherwise) of the Government thereunder is owed to, guaranteed or insured, in whole or in part, by Ex-Im Bank, then Ex-Im Bank, by written notice to the

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Government, may make immediately due and payable the entire principal amount owing to Ex-Im Bank and outstanding under this Agreement, plus accrued Interest and Additional Interest thereon to the date of payment, and all other amounts owing to Ex-Im Bank under this Agreement.

#### H. Miscellaneous Provisions.

1. Disposition of Indebtedness. Ex-Im Bank may at any time sell, assign, transfer, negotiate, grant participation in, or otherwise dispose of all or any portion of the indebtedness of the Government outstanding and owing to Ex-Im Bank under this Agreement to any party, and any such party shall enjoy all the rights and privileges of Ex-Im Bank under this Agreement. The Government shall, at the request of Ex-Im Bank, execute and deliver to Ex-Im Bank or to such party or parties as Ex-Im Bank may designate any and all further instruments as may be necessary or advisable to give full force and effect to such disposition by Ex-Im Bank.

2. Expenses. The Government shall pay on demand all reasonable costs and expenses incurred by or charged to Ex-Im Bank in connection with or arising out of this Agreement, including without limitation costs and legal fees incurred by or charged to Ex-Im Bank in connection with the enforcement of this Agreement.

3. Adjustments. On or about 135 days after the execution of this Agreement, Ex-Im Bank shall inform the Government of the actual amounts to be rescheduled hereunder. The parties hereto agree to make any necessary adjustments to the amounts being rescheduled.

4. Communications. All communications between the Government and Ex-Im Bank under this Agreement shall be in writing, in the English language (or accompanied by an accurate English translation). All communications to the Government shall be addressed to the Government at the address designated by the Government from time to time in writing to Ex-Im Bank; all communications to Ex-Im Bank shall be addressed to Ex-Im Bank at the following address:

Export-Import Bank of the United States  
811 Vermont Avenue, N.W.  
Washington, D.C. 20571  
Attention: Treasurer-Controller





Facsimile: (202) 565-3294 or 202-565-3890

5. Governing Law. The Ex-Im Bank portion of this Agreement shall be governed by and construed in accordance with, the laws of the District of Columbia, United States of America.

A handwritten signature in the bottom left corner, consisting of a series of loops and a long horizontal stroke.A handwritten signature in the bottom right corner, featuring a stylized 'C' shape followed by a horizontal line.